

November 1, 2022

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#### **ENGAGEMENT PROPOSAL**

### 1. OVERVIEW:

This letter represents a proposal to Fort Collins Downtown Development Authority (FCDDA), Grand Junction Downtown Development Authority (GJDDA), and Longmont Downtown Development Authority (LDDA) by Politicalworks, L.L.C. to provide ongoing advocacy and lobbying services at the Colorado legislature, administrative departments, and the executive branch on behalf of FCDDA, GJDDA, and LDDA ("The DDAs")

## 2. SCOPE OF WORK:

Under the terms of this Agreement, Politicalworks will provide comprehensive government affairs and lobbying services to "The DDAs" in support of their interests before the legislative, administrative, and executive branches of government in Colorado.

In general, services provided shall include:

- Politicalworks will work on behalf of "The DDAs" to secure sponsorship and passage of proactive legislative proposals and defeat proposals which negatively impact the organization's efforts.
- Politicalworks will work to build positive relationships on behalf of "The DDAs" with key legislative leaders, administrative and executive staff, and the Governor.
- Politicalworks will collaborate in coalition with appropriate allies to secure support for "The DDAs" initiatives and positions.

#### 3. TERMS of ENGAGEMENT, COMPENSATION, FEES and EXPENSES:

This agreement will begin on November 1, 2022 and remain in full force and effect until July 31, 2023. As payment for its services, Politicalworks will be compensated at a monthly retainer of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.67) per month, for a total nine-month retainer of Sixty Thousand Dollars (\$60,000). Politicalworks will invoice for its services on the first day of each month. Politicalworks will invoice FCDDA for the first three-months of services, GJDDA for the second three-months of services, and LDDA for the last three-months of services. All invoices are due no later than 30 days after receipt. Politicalworks will bill "The DDAs" separately at cost for miscellaneous expenses incurred and no extraordinary expenses shall be incurred without prior approval by "The DDAs".

#### 4. ASSIGNMENT:

"The DDAs" is contracting hereunder for the services of Politicalworks. Politicalworks may not assign this agreement or any of its rights or obligations hereunder, without the express prior written approval of "The DDAs".

#### 5. CONFLICT OF INTEREST:

Politicalworks does not represent any clients that would conflict with the goals of "The DDAs". Politicalworks will not contract with clients who may have issues that conflict with "The DDAs" without written authorization.

### 6. **COMPLIANCE:**

Politicalworks will meet all reporting requirements of the Colorado Secretary of State and will comply with all local, state, and federal laws in the execution of services outlined in this agreement.

#### 7. CONFIDENTIALITY:

Politicalworks and "The DDAs" agree that they will hold in confidence the content of this Agreement and any information whatsoever concerning the activities or business of the other, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and then is made only to the minimum extent necessary to carry out such obligations; (c) information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) to attorneys, accountants or other professional advisors of the disclosing party under confidentiality agreements substantially identical to this one; or (e) pursuant to compulsory legal processes.

We the undersigned, hereby agree that these terms and conditions will govern the business relationship between **Politicalworks**, **LLC** and "**The DDAs**".

# AGREED AND ACCEPTED THIS 1st day of November, Year 2022:

# Fort Collins Downtown Development Authority (FCDDA)

Signature:
Printed Name:
Title:
Grand Junction Downtown Development Authority (GJDDA)
Signature:
Printed Name:
Title:
Longmont Downtown Development Authority (LDDA)
Signature:
Printed Name:
Title:
Politicalworks, LLC
Signature:
Printed Name:
Title: